

DECLARATION OF BARRY VAN SICKLE

I Barry Van Sickle hereby declare and state:

1. I am a partner in the firm of Cummins & White and admitted to practice law in the State of California. I make the following declaration from personal knowledge and offer this declaration in lieu of a deposition which has been requested by at least one of the lawyers involved in this matter.

2. Over the last several years I have represented several plaintiffs and several defendants in litigation with the Church of Scientology. One such plaintiff was Bent Corydon whose case was scheduled to go to trial in 1991. I was also the lawyer who commenced litigation on behalf of Vicki and Richard Aznaran against various entities identified or affiliated with the Church of Scientology. Several years ago I was disqualified by Judge Idema from representing the Aznarans in that case.

3. On or about June 5, 1991, I had a settlement meeting with Jack Quinn and William Drescher. Prior to that meeting there had been various discussions between me and counsel for the Church of Scientology involving the possibility of settling the Corydon case

4. When I met with Mr. Quinn and Mr. Drescher on the morning of June 5, one of the first comments made by Mr. Quinn, believe, was to the effect that the good news was that he had increased settlement figures in authority. The caveat was that he

1 was instructed not to spend it unless he could settle both the
2 Corydon and Aznaran cases.

3 5. At about this time, Mr. Drescher stated that they saw
4 no particular problem in conveying this joint offer to me because the
5 Aznarans would probably want to talk it over with me in any event.
6 My response to that was that that was probably true. This was
7 especially so since the offer was made in a joint context and I
8 anticipated that the Aznarans would want to know the amount that was
9 being offered to them and the total amount that was on the table.

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11 6. It is my recollection that the discussion about Ford
12 Greene happened slightly later in the conversation than depicted in
13 the declarations of Mr. Drescher and Mr. Quinn. It is also my
14 recollection that one of the factors mentioned by either Quinn or
15 Drescher in their client's evaluation of the settlement value of the
16 Aznaran case was their evaluation of the abilities of their attorney,
17 Ford Greene. I indicated that it was my understanding that the
18 Aznarans were in the process of replacing Ford Greene with another
19 attorney, C. Tony Wright. I also indicated at this or some other
20 time that I thought it was appropriate for me to move for
21 reconsideration of my disqualification given my belief that the Yann
22 trial had resulted in a substantial waiver of privilege and change o
23 circumstance.

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25 7. Mr. Drescher did state that his clients wer
26 proceeding with the understanding that they would proceed with suc
27 settlement discussions only with the understanding that I would no
28 attempt to use that as one basis for seeking a reconsideration of m

1 disqualification in the Aznaran case. I agreed with that and
2 expressed the view that as a practical matter any advantage to be
3 gained by making such a declaration was relatively unimportant when
4 compared to the possibility of going forward with serious settlement
5 discussions.

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7 8. When Mr. Quinn presented the settlement figure he did
8 state that there was not a lot negotiating room especially with
9 respect to the Aznaran figure. I considered this to be the usual
10 posturing frequently presented with an opening offer. However, given
11 my experience with Mr. Quinn's clients, I also expected that
12 successive increases in the settlement offers would come slowly and
13 in relatively small increments. I do not recall Mr. Quinn saying
14 that it was a take it or leave it offer. However, it is possible
15 that he may have said that as part of the usual disclaimers that
16 considered to be posturing.

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18 9. Between the June 5 and June 20 meetings I had one or
19 more discussions with Mr. Quinn concerning settlement. Among other
20 things, I informed him that the amount then on the table would not
21 settle either of the cases individually. It is my recollection that
22 I informed Mr. Quinn by telephone that his client would have to be
23 willing to negotiate in the seven figure range to accomplish
24 settlement with Aznarans. Mr. Quinn stated in a phone conversation
25 that he was certain that his client would not pay in excess of \$
26 million for the Aznaran case.

1 10. I do not recall making a settlement demand at the
2 second meeting of June 20 on behalf of the Aznarans. It is my
3 recollection that in previous discussions the view had been expressed
4 that since the joint offer would not be acceptable, the Church of
5 Scientology wanted to first settle the Corydon case and would then
6 consider settling other cases including the Aznaran case and possibly
7 the Yanny case. At the June 20 meeting, I believe I made an inquiry
8 as to whether it was then possible to proceed with negotiations in
9 the Aznaran case. Both Mr. Quinn and Mr. Drescher indicated that the
10 amount previously offered was not technically still on the table.
11 Both also commented that they were relatively certain that if the
12 Aznarans would take the amount previously offered they were
13 relatively sure they could get that authority from their client.

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15 11. At the June 20 meeting, there was a discussion
16 concerning why the Aznarans fired Ford Greene. I believe there was
17 also some discussion to the effect that some of this would probably
18 surface in my then contemplated motion to seek a reconsideration of
19 my disqualification in that case.

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21 12. In my discussions with Mr. Drescher and Mr. Quinn and
22 other counsel for the Church of Scientology, it was clearly implied
23 that they had little respect for Mr. Greene and that they were well
24 aware of the strained relationship between the Aznarans and Mr.
25 Greene. However, neither Mr. Quinn or Mr. Drescher made the firing
26 of Mr. Greene a condition of settlement discussions.

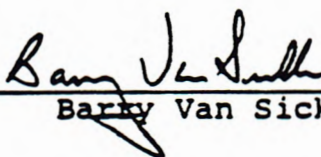
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I declare under the penalty of perjury that the foregoing
is true and correct.

Executed this 23 day of January, 1992 at Los Angeles,
California.



Barry Van Sickle